

SERFF Tracking Number: SELC-125692981 State: Arkansas
Filing Company: Selective Insurance Company of America State Tracking Number: EFT \$50
Company Tracking Number: AAGL-20-08AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL ElitePac and Product Recall
Project Name/Number: GL ElitePac and Product Recall /AAGL-20-08AR

Filing at a Glance

Company: Selective Insurance Company of America

Product Name: GL ElitePac and Product Recall SERFF Tr Num: SELC-125692981 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AAGL-20-08AR

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Tracy Potter

Disposition Date: 06/23/2008

Date Submitted: 06/16/2008

Disposition Status: Approved

Effective Date Requested (New): 12/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 12/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: GL ElitePac and Product Recall

Status of Filing in Domicile:

Project Number: AAGL-20-08AR

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 06/23/2008

State Status Changed: 06/23/2008

Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

Please see Explanatory Memorandum under Supporting Documentation. Thank you.

Company and Contact

Filing Contact Information

Tracy Rossman, State Filing Specialist

tracy.rossman@selective.com

SERFF Tracking Number: SELC-125692981 State: Arkansas
Filing Company: Selective Insurance Company of America State Tracking Number: EFT \$50
Company Tracking Number: AAGL-20-08AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL ElitePac and Product Recall
Project Name/Number: GL ElitePac and Product Recall /AAGL-20-08AR

40 Wantage Ave (973) 948-1178 [Phone]
Branchville, NJ 07890 (973) 948-4538[FAX]

Filing Company Information

Selective Insurance Company of America	CoCode: 12572	State of Domicile: New Jersey
40 Wantage Avenue	Group Code: 242	Company Type:
Branchville, NJ 07890	Group Name:	State ID Number:
(800) 777-9656 ext. [Phone]	FEIN Number: 22-1272390	

SERFF Tracking Number: *SELC-125692981* *State:* *Arkansas*
Filing Company: *Selective Insurance Company of America* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AAGL-20-08AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *GL ElitePac and Product Recall*
Project Name/Number: *GL ElitePac and Product Recall /AAGL-20-08AR*

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 PER FORM FILING
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Selective Insurance Company of America	\$50.00	06/16/2008	20922691

SERFF Tracking Number: *SELC-125692981* *State:* *Arkansas*
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Product Name: *GL ElitePac and Product Recall*
Project Name/Number: *GL ElitePac and Product Recall /AAGL-20-08AR*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/23/2008	06/23/2008

SERFF Tracking Number: *SELC-125692981* *State:* *Arkansas*
Filing Company: *Selective Insurance Company of America* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AAGL-20-08AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *GL ElitePac and Product Recall*
Project Name/Number: *GL ElitePac and Product Recall /AAGL-20-08AR*

Disposition

Disposition Date: 06/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-125692981 State: Arkansas

Filing Company: Selective Insurance Company of America State Tracking Number: EFT \$50

Company Tracking Number: AAGL-20-08AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: GL ElitePac and Product Recall

Project Name/Number: GL ElitePac and Product Recall /AAGL-20-08AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	ElitePac General Liability Extension	Approved	Yes
Form	Product Recall Expense Coverage Endorsement	Approved	Yes

SERFF Tracking Number: SELC-125692981 State: Arkansas

Filing Company: Selective Insurance Company of America State Tracking Number: EFT \$50

Company Tracking Number: AAGL-20-08AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: GL ElitePac and Product Recall

Project Name/Number: GL ElitePac and Product Recall /AAGL-20-08AR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ElitePac General Liability Extension	CG 72 02	07 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CG 72 02 07 04 Previous Filing #: SERT-645JTZ513	0.00	CG 72 02 07 08 GL ElitePac.pdf Replaced CG 72 02 07 04.pdf
Approved	Product Recall Expense Coverage Endorsement	CG 79 35	07 08	Endorsement/Amendment/Conditions New		0.00	CG 79 35 07 08 Prod Recall.pdf

ELITEPAC

General Liability Extension

COMMERCIAL GENERAL LIABILITY
CG 72 02 07 08

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-7) for changes affecting your insurance protection.

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ELITEPAC

General Liability Extension

COMMERCIAL GENERAL LIABILITY
CG 72 02 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. However, **when two or more Coverage Parts of this policy apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES - Amendments

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

- **Employer's Liability Amendment (Not Applicable in NY)**

The following is added to the **Employer's Liability** exclusion:

This exclusion also does not apply to any "temporary worker".

- **Non-Owned Aircraft, Auto or Watercraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

1. This exclusion does not apply to a watercraft you do not own that is less than 51 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.
2. This exclusion does not apply to any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.

- **Fire, Lightning Or Explosion Damage**

Exclusion j. Damage to Property in **COVERAGE A** dealing with Damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this extension (only, including its use in **LIMITS OF INSURANCE**, the Declarations and the Other Insurance provisions), the term Damage shall include fire, lightning or explosion.

The Damage to Premises Rented to You Limit of **LIMITS OF INSURANCE** is amended as follows:

The Damage to Premises Rented to You Limit, for covered fire, lightning or explosion, is the higher of \$500,000, or the amount shown in the Declarations for the Damage to Premises Rented to You Limit. This limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage to Premises Rented to You Limit is subject to the Each Occurrence Limit.

- **Property Damage - "Golfing Facilities"**

If you operate a "golfing facility" **COVERAGE A** is extended to "property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this extension is \$500 per "occurrence" subject to an annual aggregate of \$2,500 per policy term. No deductible applies to loss under this extension.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

The exclusion of relating to liability assumed in a contract or agreement only applies to damages arising out of advertisement.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

- **Any Insured Amendment**

The following is added to this section:

The exclusion applicable to any insured does not apply to:

1. "Golfing facility" members who are not paid a fee, salary, or other compensation; or
2. "Not-for-profit members".

- **Product Amendment**

The exclusion applicable to the "products-completed operations hazard" does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises, if you are a not-for-profit operation or a "golfing facility".

- **Recreational Medical Payments - Amateur Golf**

If you are a "golfing facility", the exclusion applicable to a person while taking part in athletics does not apply to a person as a result of their participation in amateur athletics that are recreational in nature.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- **Expenses For Bail Bonds And Loss Of Earnings**

The provisions of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED - Amendments

- **Not-for-Profit Organization Members**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, **WHO IS AN INSURED** is amended to include as additional insureds your officials, trustees, board members, insurance managers, and "not-for-profit members", however only with respect to their liability for your activities or activities they perform on your behalf.

- **Employees As Insureds Modified**

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

- **Newly Formed Or Acquired Organizations**

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed any organization under this provision.

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the **Other Insurance** provisions of this policy for Excess Insurance.

(All other provisions of this section continue unchanged.)

- **Blanket Additional Insureds - Broad Form Vendors - As Required By Contract**

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; however this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.
3. "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract, agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract, agreement or permit referred to above.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) or written permit issued prior to the "bodily injury" or "property damage".

- **Incidental Malpractice**

With respect to the section of **WHO IS AN INSURED** dealing with employees as insureds, the exclusion relating to providing or failing to provide professional health care services does not apply to nurses, emergency medical technicians or paramedics. However this exception does not apply if you are in the business or occupation of providing any such professional services.

- **"Golfing Facilities" - Golf or Tennis Pros**

The following are also additional insureds under **WHO IS AN INSURED**:

If you operate a "golfing facility", any golf or tennis pros. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, however only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you rent or lease to them.

LIMITS OF INSURANCE

• Increased Medical Payments

The following is added to **LIMITS OF INSURANCE**:

The Medical Expense Limit under **COVERAGE C** will be \$10,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher.

All other terms and conditions of **COVERAGE C. MEDICAL PAYMENTS** remain unchanged.

COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

• Knowledge Of Occurrence, Claim, Suit Or Loss

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits", under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

• Unintentional Failure To Disclose Hazards

The following is added to **Representations**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

• Waiver Of Transfer Of Rights Of Recovery

We will amend the **Transfer Of Rights Of Recovery Against Others To Us** Condition to waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", if:

1. The waiver of such rights is required in a written contract or written agreement with that person or organization; and

2. The provisions of the Blanket Additional Insureds - Broad Form Vendors — As Required By Contract section of this form also apply to that same contract; and
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the injury or damage occurs subsequent to the execution of the written contract or written agreement.

If you are a "golfing facility", we will also waive any right of recovery we may have against any of your members or their guests because of payments we make for injury or damage arising out of their actions at your premises to which this Coverage Part applies. However, this provision does not apply to injury or damage that is expected or intended by your member or their guest.

• Liberalization

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

DEFINITIONS

• Discrimination And Humiliation

(This provision does not apply in the state of New York.) The definition of "personal and advertising injury" is amended by the addition of the following offense:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, however only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer" director, stockholder, partner, manager or member of the insured; and
2. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
3. Not arising out of any advertisement by the insured.

• Employee Amendment

The definition of "employee" is replaced by the following:

"employee" includes a "leased worker", or a "temporary worker".

- **Golfing Facility**

The following definition is added:

“Golfing facility” or “golfing facilities” means a golf course, golf club, driving range, or miniature golf course.

- **Mental Anguish Amendment**

(This provision does not apply in New York.) The definition of “bodily injury” is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be “bodily injury”.)

- **Not-for-profit Member**

Not-for-profit members” means a person who is a member of a not-for-profit organization, including clubs and churches, who receive no financial or other compensation.

ElitePac General Liability Extension

COMMERCIAL GENERAL LIABILITY
CG 72 02 07 04

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3 through 8) for changes affecting your insurance protection.

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ElitePac General Liability Extension

COMMERCIAL GENERAL LIABILITY
CG 72 02 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. But, **when two or more Coverage Parts of this policy apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES - Amendments

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

- **Employer's Liability Amendment**

The following will be added to the **Employer's Liability** exclusion:

This exclusion also does not apply to any "temporary worker".

- **Non-Owned Watercraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

This exclusion does not apply to a watercraft you do not own that is less than 51 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. But, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.

- **Non-Owned Aircraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

This exclusion does not apply to any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. But, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.

- **Product Recall Expense**

The exclusion for the **Recall of Products, Work or Impaired Property** is replaced by the following:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product", "your work" or "impaired property" if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. But, this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

The following additional exclusions apply to this amendment:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;
3. Loss of customer approval, or any cost incurred to regain customer approval;
4. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;

9. "Bodily Injury" or "Property Damage";

10. Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or

11. "Product Recall Expense" you incur for "your products" which are excluded from any other insurance written by this company.

- **Fire, Lightning Or Explosion Damage**

The provision of **COVERAGE A** dealing with Damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this extension (only, including its use in **LIMITS OF INSURANCE**, the Declarations and the Other Insurance provisions), the term Damage shall include fire, lightning or explosion.

The Damage to Premises Rented to You Limit of **LIMITS OF INSURANCE** is amended as follows:

The Damage to Premises Rented to You Limit, for covered fire, lightning or explosion, is the higher of \$100,000, or the amount shown in the Declarations for the Damage to Premises Rented to You Limit. This limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage to Premises Rented to You Limit is subject to the Each Occurrence Limit.

- **Property Damage - "Golfing Facilities"**

If you operate a "golfing facility" **COVERAGE A** is extended to "property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this extension is \$500 per "occurrence" subject to an annual aggregate of \$2,500 per policy term. No deductible applies to loss under this extension.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

The exclusion of relating to liability assumed in a contract or agreement only applies to damages arising out of advertisement.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

- **Any Insured Amendment**

The following is added to this section:

The exclusion applicable to any insured does not apply to:

1. "Golfing facility" members who are not paid a fee, salary, or other compensation; or
2. "Not-for-profit members".

- **Product Amendment**

The exclusion applicable to the "products-completed operations hazard" does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises, if you are a not-for-profit operation or a "golfing facility".

- **Recreational Medical Payments - Amateur Golf**

If you are a "golfing facility", the exclusion applicable to a person while taking part in athletics does not apply to a person as a result of their participation in amateur athletics that are recreational in nature.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- **Expenses For Bail Bonds And Loss Of Earnings**

The provisions of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED - Amendments

- **Not-for-Profit Organization Members**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, **WHO IS AN INSURED** is amended to include as additional insureds your officials, trustees, board members, insurance managers, and "not-for-profit members", but only with respect to their liability for your activities or activities they perform on your behalf.

● Employees As Insureds Modified

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

● Newly Formed Or Acquired Organizations

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. But, **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed any organization under this provision.

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

(All other provisions of this section continue unchanged.)

● Blanket Additional Insureds - Broad Form Vendors — As Required By Contract

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; but this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but the insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract, agreement;
 - b. any express warranty unauthorized by you;
 - c. any physical or chemical change in the product made intentionally by the vendor;
 - d. repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

- f. products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract, agreement or permit referred to above.

The provisions of this coverage extension do not apply unless the written contract or agreement has been executed (executed means signed by the named insured and additional insured) or permit issued prior to the "bodily injury" or "property damage".

- **Incidental Malpractice**

With respect to the section of **WHO IS AN INSURED** dealing with employees as insureds, the exclusion relating to providing or failing to provide professional health care services does not apply to nurses, emergency medical technicians or paramedics. But this exception does not apply if you are in the business or occupation of providing any such professional services.

- **"Golfing Facilities" - Golf or Tennis Pros**

The following are also additional insureds under **WHO IS AN INSURED**:

If you operate a "golfing facility", any golf or tennis pros. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, but only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you lease to them.

LIMITS OF INSURANCE

- **Product Recall Amendment**

The provision relating to the Products-Completed Operations Aggregate Limit is replaced by the following:

The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
- b. "Product recall expenses".

The following paragraph is added to this section:

Subject to the application of the Each Occurrence Limit, as described in this section, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

- **Increased Medical Payments**

The following is added to **LIMITS OF INSURANCE**:

The Medical Expense Limit under **COVERAGE C** will be \$10,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher.

All other terms and conditions of **COVERAGE C. MEDICAL PAYMENTS** remain unchanged.

COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

- **Knowledge Of Occurrence, Claim, Suit Or Loss**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits", under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

- **Product Recall Amendments**

The following is added under **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing, and analysis and let us make copies of your books and records.
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter, relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.
- (6) Cooperate with us in the investigation or settlement of the claim.

- **Unintentional Failure To Disclose Hazards**

The following is added to **Representations**:

But, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

- **Waiver Of Transfer Of Rights Of Recovery**

We will amend the **Transfer Of Rights Of Recovery Against Others To Us** Condition to waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", if:

1. The waiver of such rights is required in a written contract or agreement with that person or organization; and
2. The provisions of the **Blanket Additional Insureds - Broad Form Vendors — As Required By Contract** section of this form also apply to that same contract; and
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the injury or damage occurs subsequent to the execution of the written contract, agreement.

If you are a "golfing facility", we will also waive any right of recovery we may have against any of your members or their guests because of payments we make for injury or damage arising out of their actions at your premises to which this Coverage Part applies. But, this provision does not apply to injury or damage that is expected or intended by your member or their guest.

- **Liberalization**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

DEFINITIONS

- **Covered Recall**

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

● Discrimination And Humiliation

(This provision does not apply in the state of New York.) The definition of "personal and advertising injury" is amended by the addition of the following offense:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer" director, stockholder, partner, manager or member of the insured; and
2. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
3. Not arising out of any advertisement by the insured.

● Employee Amendment

The definition of "employee" is replaced by the following:

"Employee" includes a "leased worker" or a "temporary worker".

● Incidental Malpractice Amendment

The definition of "bodily injury" is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide these services.

● Golfing Facility

The following definition is added:

"Golfing facility" or "golfing facilities" means a golf course, golf club, driving range, or miniature golf course.

● Mental Anguish Amendment

(This provision does not apply in New York.) The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury".)

● Mobile Equipment Amendment

(This provision does not apply in the states of New York or Virginia.) The following is added to the part of the "mobile equipment" definition dealing with equipment designed primarily for snow removal, road maintenance, or street cleaning:

But, this section does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

● Not-for-profit Members

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receive no financial or other compensation.

● Product Recall Expense

"Product recall expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expense to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product"; and
- (8) Transportation expenses incurred to replace recalled products.

PRODUCT RECALL EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 79 35 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

SUB-LIMITS OF INSURANCE:

“Product Recall Expense”

Per Occurrence:

Annual Aggregate:

“Additional Covered Expenses”

The “Additional Covered Expenses” Per Occurrence and Annual Aggregate Limit is equal to 50% of the above “Product Recall Expense” Limit.

DEDUCTIBLE:

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT RECALL”. THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to SECTION I — COVERAGES:

SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

1. Insuring Agreement

- a.** We will reimburse you for “Product Recall Expense” and “Additional Covered Expenses” incurred by you because of a “product recall” to which this insurance applies.

The amount of such reimbursement is limited as described in **SECTION III — LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

- b.** This insurance applies to a “product recall” only if the “product recall” is initiated in the “coverage territory” during the policy period because:

- (1)** You determine that the “product recall” is necessary; or
- (2)** An authorized government entity has ordered you to conduct a “product recall”.

- c. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" only if:
 - (1) These expenses are incurred within one year of the date the "product recall" was initiated;
 - (2) These expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product recall" is not listed in the **"COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS"** entry in the **SCHEDULE** above.
- d. The initiation of a "product recall" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product recall". This applies regardless of whether the determination to conduct a "product recall" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product recall".
- e. "Product Recall Expense" or "Additional Covered Expenses" incurred to recall "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product recall".

2. Exclusions

This insurance does not apply to "Product Recall Expense" or "Additional Covered Expenses" arising out of:

- a. Any "product recall" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".
- b. Any "product recall" initiated due to copy-right, patent, trade secret, trade dress, trade name or trademark infringements, or any other intellectual property laws.
- c. Any "product recall" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
 - (1) An error in manufacturing, design, or processing;
 - (2) Transportation of "your product"; or
 - (3) "Product tampering".
- d. Any "product recall" initiated due to expiration of the designated shelf life of "your product".
- e. A "product recall", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.
- f. A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A — Bodily Injury And Property Damage Liability** by endorsement.
- g. A recall when "your product" or a component contained within "your product" has been:
 - (1) Banned from the market by an authorized government entity prior to the policy period; or
 - (2) Distributed or sold by you subsequent to any governmental ban.
- h. The defense of a claim or "suit" against you for liability arising out of a "product recall".
- i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
- j. Any loss, cost or expense due to any:
 - (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

- k. Liability assumed by you in any contract or agreement.
- l. Damages or expenses arising out of the violation of any government regulation.
- m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."
- n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.
- o. Caprice or whim of the insured.
- p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- q. Willful, dishonest, fraudulent, criminal or malicious acts.

B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

SECTION III — LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product recalls" initiated; or
 - c. Number of "your products" withdrawn.
- 2. If there are no amounts shown in the **SCHEDULE**, these Sub-Limits will apply:
 - a. "Product Recall Expense":

Per Occurrence	\$25,000
Annual Aggregate	\$25,000
 - b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.
- 3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's **SCHEDULE**.

5. Deductible Provision

a. Deductible

We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall". The Limits of Insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **SECTION IV — CONDITIONS** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Recall"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product recall" is initiated, you must:
 - (1) Immediately record the specifics of the "product recall" and the date it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product recall" as soon as practicable.
- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".
- d. You and any others involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product recall".

D. For the purposes of this endorsement, the following condition is added to **SECTION IV — CONDITIONS:**

Concealment Or Fraud

We will not provide coverage under **SECTION I** of this endorsement to you, or any other insured, who at any time:

- 1. Engaged in fraudulent conduct; or
- 2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under **SECTION I** of this endorsement.

E. The following definitions are added to **SECTION V — DEFINITIONS:**

- 1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

- 2. "Customer consequential loss of profit expense" means the loss of financial gain incurred by your direct customers as a consequence of the "product recall" of "your product" or the "product recall" of their product because their product incorporated "your product."
- 3. "Cost to replace" means the cost to produce or acquire a like replacement product, including the cost to return "your product" to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.
- 4. "Good faith advertising" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your product."
- 5. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- 6. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product recall" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 7. "Product recall" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Product Recall Expense" means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a "product recall":

- a.** Costs of advertising;
- b.** Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

- d.** Costs of hiring independent contractors and other temporary employees;
- e.** Costs of transportation, shipping or packaging;
- f.** Costs of warehouse or storage space; or
- g.** Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.
- h.** Inspection and testing of "your products" to determine whether or not they may be subject to a "product recall".

<i>SERFF Tracking Number:</i>	<i>SELC-125692981</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Selective Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AAGL-20-08AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL ElitePac and Product Recall</i>		
<i>Project Name/Number:</i>	<i>GL ElitePac and Product Recall /AAGL-20-08AR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-125692981 State: Arkansas
Filing Company: Selective Insurance Company of America State Tracking Number: EFT \$50
Company Tracking Number: AAGL-20-08AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL ElitePac and Product Recall
Project Name/Number: GL ElitePac and Product Recall /AAGL-20-08AR

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 06/23/2008

Comments:

Attachment:

NAIC Transmittal 3-07.pdf

Satisfied -Name: Explanatory Memorandum

Review Status: Approved 06/23/2008

Comments:

We are not submitting the Exception Pages as we understand that they are No Filing Required. Please correct me if I am incorrect in this understanding. Thank you.

Attachment:

elitepac explanatory memorandum - June 5 _2_.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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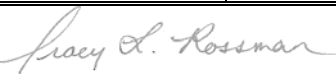
3.	Group Name	Group NAIC #
	Selective Insurance Group	242

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Selective Insurance Company of America	NJ	12572	22-1272390	

5. Company Tracking Number	AAGL-20-08AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Tracy Potter (Rossman)	State Filing Specialist	800-777-9656 x 1178	973-948-4538	tracy.potter@selective.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Tracy Potter (Rossman)

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Commercial General Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	GL ElitePac and Product Recall
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 12-01-2008 Renewal: 12-01-2008

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15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	6/16/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AAGL-20-08AR
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Selective Insurance Group, Inc. is planning several revisions to our general liability ElitePac and Product Recall products.

ElitePac

We intend to replace the current edition of the below named ElitePac form with a 07 08 edition. The changes are highlighted below.

ElitePac – General Liability Extension CG 72 02 07 08 – (CG 72 02 07 04 previously filed under AR DOI # SERT-645JTZ513, Our Co Tracking # 04F-GL-54AR)

1. Currently, we offer a \$100,000 limit for Damage to Premises Rented to you. We are increasing the limit to \$500,000.
2. Currently the GL ElitePac amends the definition of Mobile equipment to provide coverage for self-propelled vehicles of less than 1,000 pounds gross vehicle weight that are designed primarily for snow removal, road maintenance, or street cleaning. We have deleted Mobile Equipment for consistency with ISO GL and Auto forms.
3. Editorial changes:
The following editorial changes have been included in this revision.
 - a. Replaced the word “but” with “however” for consistency with ISO verbiage.
 - b. Amended the phrase: “written contract, agreement or permit” by placing “written” in front of “contract”, “agreement”, “permit”.
 - c. Combined Non-owned Aircraft and Non-owned watercraft into one paragraph/section titled Non-owned Aircraft, Auto or Watercraft for consistency with ISO CG 0001 form.
 - d. The ElitePac form provides coverage for Incidental Malpractice by modifying the exclusionary wording in Section II – Who is an Insured and by amending the definition of “bodily injury”. In this revision, we removed the paragraph amending the definition “bodily injury” to eliminate potential ambiguity with the amendment to the incidental malpractice exclusion in the Section II – Who is an Insured. This change does not change the level of coverage.

There will be no changes to the ElitePac Exception pages.

Products Recall – New Endorsement, CG 79 35 07 08

We are removing products recall expense coverage from the GL Elite Pac and creating a new products recall endorsement that will provide a base limit of \$25,000 and additional flexible limits ranging from \$50,000 to \$1,000,000. This new products recall endorsement will automatically attach to any policy that has one of the above ElitePacs, which will provide the \$25,000 limit (the same as what is provided under the older ElitePac version) at no charge.

We will provide recall expense coverage as a basket approach, which will provide “additional covered expenses” such as the “cost to replace the product,” “customer consequential loss of profit” and “good faith advertising.” We will have five limit choices that will offer “additional covered expenses” at a limit which is 50% of the top line product recall expense limit. A flexible rating plan derived off the basic limits product rate will be utilized.

The factors for the additional Product Recall Expense limits and for the deductibles were determined using

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Explanatory Memorandum Selective's General Liability ElitePac and Product Recall

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The factors for the additional Product Recall Expense limits and for the deductibles were determined using actuarial judgment. The factors were selected so they would not be inadequate, excessive or unfairly discriminatory. With the new product, we will also be recording the data in enough detail to allow Selective to review these factors based on Selective experience. As credible data is collected, it is the intention of Selective to modify the current factors to reflect Selective’s loss experience.

When we provide a policy with no ElitePac, we will offer products recall starting at the base limit of \$50,000.

Attached is the new Product Recall endorsement CG 79 35 and the corresponding exception pages.